



Docket No. A-75000

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor	: Chiou-Feng Chen	Group Art Unit:  Examiner:
Appln. No.	: 10/753,103	
Filed	: 01/06/2004	
Title	: NAND FLASH MEMORY WITH ENHANCED PROGRAM AND ERASE PERFORMANCE, AND FABRICATION PROCESS	

**DECLARATION FOR UTILITY PATENT APPLICATION**  
(37 C.F.R. § 1.63)

As a below named inventor, I hereby declare that my mailing address and citizenship are as stated below.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter that is claimed and for which a patent is sought on the invention entitled:

**NAND FLASH MEMORY WITH ENHANCED PROGRAM AND ERASE PERFORMANCE, AND FABRICATION PROCESS**

the specification of which:

☐ is attached hereto OR

☒ was filed on 01/06/2004 as United States Application Number 10/753,103 or PCT International Application Number \_\_\_\_\_ and amended on \_\_\_\_\_ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information known to me that is material to patentability as defined in 37 C.F.R. 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				Yes	No
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

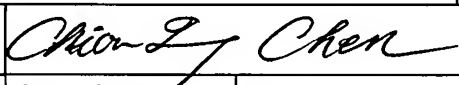
Application Number(s)	Filing Date (MM/DD/YYYY)

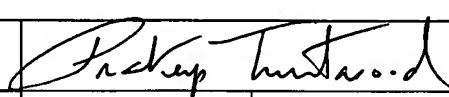
PLEASE DIRECT ALL CORRESPONDENCE TO:

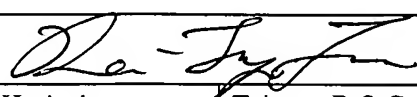
The address associated with **Customer Number: 40461**, currently:

Name	Edward S. Wright
Address	1100 Alma Street, Suite 207 Menlo Park, CA 94025
Telephone	(650) 330-0830
Fax	(650) 330-0831

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

<b>Sole or First Inventor:</b>				
Given Name (First and middle)			Family Name or Surname	
Chiou-Feng			Chen	
Inventor's Signature				Date: 6/2/04
Residence	Santa Clara	CA	95054	Citizenship: USA
	City	State	Zip	
Post Office Address	3375 Scott Boulevard, Suite 110 Santa Clara, CA 95054			

<b>Second Inventor:</b>				
Given Name (First and middle)			Family Name or Surname	
Prateep			Tuntasood	
Inventor's Signature				Date: 4/28/2004
Residence	Santa Clara	CA	95054	Citizenship: USA
	City	State	Zip	
Post Office Address	3375 Scott Boulevard, Suite 110 Santa Clara, CA 95054			

<b>Third Inventor:</b>				
Given Name (First and middle)			Family Name or Surname	
Der-Tsyr			Fan	
Inventor's Signature				Date: 2004 April 4th
Residence	Hscinchu	Taiwan, R.O.C.		Citizenship: Taiwan
	City	Country		
Post Office Address	2F. No. 9, Industry E. Rd. IV Science Based Industrial Park Hscinchu 300, Taiwan, R.O.C.			



**POWER OF ATTORNEY BY ASSIGNEE**  
**AND EXCLUSION OF INVENTOR UNDER 37 C.F.R. 1.32**

To the Commissioner for Patents:

The undersigned assignee of the entire interest in the application for letters patent Serial No. 10/753,103, filed January 6, 2004, entitled: ***NAND FLASH MEMORY WITH ENHANCED PROGRAM AND ERASE PERFORMANCE, AND FABRICATION PROCESS*** and having the named inventors: Chiou-Feng Chen, Prateep Tuntasood and Der-Tsyr Fan, hereby appoints Edward S. Wright, Reg. No. 24,903, as its attorney to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventors and their attorney(s).

Direct all telephone calls to EDWARD S. WRIGHT at (650) 330-0830.

Address all correspondence to:

Law Offices of Edward S. Wright  
1100 Alma Street, Suite 207  
Menlo Park, CA 94025

Assignee: Actrans System Inc., *USA*

By: Chiou-Feng Chen

Signature: *Chiou-Feng Chen*

Title: Chairman

Address: 3375 Scott Boulevard, Suite 110

Santa Clara, CA 95054

Date: 4/2/04

File No. A-75000

## ASSIGNMENT

WHEREAS, the undersigned, Chiou-Feng Chen and Prateep Tuntasood, residents of Santa Clara, California and Der-Tsy Fan, a resident of Hscinchu, Taiwan, R.O.C.; (hereinafter termed "Inventors"), have invented certain new and useful improvements in **NAND FLASH MEMORY WITH ENHANCED PROGRAM AND ERASE PERFORMANCE, AND FABRICATION PROCESS**, and have executed an application for a United States patent disclosing and identifying the invention; and having Serial No. 10/753,103, and filing date of January 6, 2004; and

WHEREAS, Actrans System Inc. <sup>USA</sup> (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 3375 Scott Boulevard, Suite 110, Santa Clara, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such

cooperation shall be paid for by said Assignee.

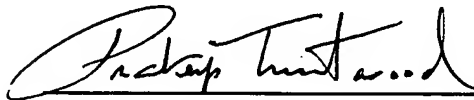
3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said **Chiou-Feng Chen** has executed and delivered this instrument to said Assignee this 2nd day of April, 2004.

  
\_\_\_\_\_  
**Chiou-Feng Chen**

IN WITNESS WHEREOF, said **Prateep Tuntasood** has executed and delivered this instrument to said Assignee this 28th day of April, 2004.

  
\_\_\_\_\_  
**Prateep Tuntasood**

IN WITNESS WHEREOF, said **Der-Tsy Fan** has executed and delivered this instrument to said Assignee this 2nd day of April, 2004.

  
\_\_\_\_\_  
**Der-Tsy Fan**